

Exhibit C

**ACP LICENSED COMIC BOOKS
INDEPENDENT CONTRACTOR'S AGREEMENT**

This is a Work for Hire agreement between Archie Comic Publications, Inc. of 325 Fayette Avenue, Mamaroneck, New York ("Archie") and Ken Penders, residing at 1144 OLIVER STREET, N. DUNELAND, NJ 14122 (the "Contractor"), relating to licensed comics.

Archie and Contractor acknowledge and agree that:

1. Contractor and Archie have entered into Archie's Revised Newsstand Independent Contractors' Agreement (the "Contractor's Agreement").

2. Archie is preparing and/or publishing the _____ ("Licensor") comic book(s) ("Licensed Comics") for _____ ("Licensors") that will include characters, artwork, stories, plots, trademarks, logos, and other creative expressions ("Licensed Properties").

3. All past, pending and future uses of the Licensed Properties, including the Licensed Comics, will be collectively referred to in this Agreement as the "Licensed Works".

4. Contractor is entering into this Agreement as a condition of his/her retention by Archie and/or Owner to contribute to future Licensed Works.

5. All provisions of the Contractor's Agreement will apply to Contractor's work on the Licensed Comics except that, to the extent that this Agreement is inconsistent with any provision of the Contractor's Agreement, this Agreement will govern.

6. Contractor will look solely to Archie/Licensor (cross out one) for compensation for his/her contributions to the Licensed Works.

7. Contractor represents that all of his/her contributions to any Licensed Works have been commissioned by Archie/Licensor (cross out one) ("Owner") and prepared at its request and expense and that all past, pending and future contributions of Contractor to the Licensed Works are and shall be Works for Hire owned by Owner. To the extent that any past, pending or future contributions by Contractor to the Licensed Works or Licensed Properties do not qualify as a Work for Hire, Contractor will and hereby does assign to Owner any right, title and interest that he/she has or may obtain therein, including all copyrights, patents, trademarks and other proprietary rights. Contractor will sign, upon request, any documents needed to confirm that any specific Licensed Works or Licensed Properties are Works for Hire, to effectuate the assignment of his/her rights in any Licensed Works or Licensed Properties to Owner and/or to obtain copyright, trademark and/or patent protection for any of the Licensed Works or Licensed Properties.

8. Contractor will not take any action that is inconsistent with or that limits or challenges Owner's exclusive right to exploit the Licensed Works and/or the Licensed Properties and will not use the Licensed Properties or the Licensed Works in any manner without Owner's prior written consent.

9. Contractor will not disclose to anyone outside of Archie, any confidential information or material relating to the business of Owner or its affiliates, or use the same other than in Owner's business, either during the term hereof or thereafter, without Owner's prior written consent.

10. Contractor agrees to defend and indemnify Owner and Archie against all costs and expenses (including reasonable attorney's fees and costs) incurred through claims of third parties against them arising out of a breach of any of Contractor's covenants or representations in this Agreement.

11. This Agreement will be governed by the laws of the State of New York and the United States, as applicable. Both parties consent to the exclusive jurisdiction and venue of any State or Federal court of competent jurisdiction in Manhattan, New York with respect to any proceedings arising under or relating to this Agreement. Any process or papers in such proceeding may be served by mail in accordance with paragraph 26 of the Contractor's Agreement.

12. The provisions of this Agreement will be binding upon and inure to the benefit of Archie, Contractor and their respective heirs, administrators and successors. This Agreement is made for the benefit of Owner and Owner is a third party beneficiary of this Agreement.

13. This is a personal services agreement with Contractor who may not assign this Agreement or the obligations hereunder to any person without Archie's express written approval. This Agreement may, however, be assigned by Archie.

14. Any waiver by either party of a breach or default hereunder shall not be deemed a waiver of any subsequent breach or default.

15. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions in this Agreement shall remain in full force and effect and the Agreement shall be interpreted as if such provision had never been contained in it.

16. This Agreement represents the entire understanding of the parties and supersedes all previous representations, understandings or agreements, oral or written, other than the Contractor's Agreement. Any modification of this Agreement must be in writing signed by the parties and specifically referring to this Agreement.

17. CONTRACTOR SHALL HAVE ABSOLUTELY NO RIGHT TO AUDIT ARCHIE OR OWNER OR TO RECEIVE COPIES OF OR HAVE ACCESS TO THE BOOKS AND RECORDS OF ARCHIE OR OWNER.

ARCHIE COMIC PUBLICATIONS, INC.

BY: Edward G. Spallone
Name: EDWARD G. SPALLONE
Title: VP FINANCE
Date: 11/25/96

INDEPENDENT CONTRACTOR

BY: Garrett W. Rinders
Name: GARRETH W RINDERS JR
Date: 12 DEC 1996